



We appreciate your business with MeatEater, Inc. (together with its wholly owned subsidiaries, “MeatEater”) and ask that you please complete this Dealer Policy and all included appendix items. Please scan/email completed documents to [dealers@themeateater.com](mailto:dealers@themeateater.com). Any questions related to this form can also be directed to [dealers@themeateater.com](mailto:dealers@themeateater.com).

---

## Document Contents

Dealer Policy Checklist

## Appendices

Appendix A Dealer Company Information Form

Appendix B Credit Application

Appendix C Reseller Certificate/Sales Tax Exemption Form Requirement

Appendix D Return Information Section

Appendix E MAP Policy

Appendix F Dealer Agreement

Addendum A MeatEater Authorized Online Dealer Program and Guidelines

Addendum B MeatEater Authorized Third-Party Marketplace Agreement

---

## Dealer Policy Checklist – Required Items

1. Company Information Form (Appendix A)
  2. Credit Application and requested financial statements/business plan (Appendix B)
  3. Copy of your current state issued reseller’s permit or sales tax exemption form (Appendix C)
  4. Signed Dealer Agreement (Appendix F)
  5. A minimum stocking order of \$500.00. We encourage our dealers to purchase products from the MeatEater portfolio of brands.
- 

**Please print, sign, and return the required documents listed in the Dealer Policy Checklist above to [dealers@themeateater.com](mailto:dealers@themeateater.com)**

---



**Appendix A**  
**DEALER COMPANY INFORMATION FORM**

Dealer Information	
<b>Company Name ("Applicant"):</b>	<b>Date:</b>
<b>Doing Business As:</b>	
<b>EIN or Tax ID:</b>	
<b>Billing Address:</b>	<b>City:</b>
<b>State/Prov:</b>	<b>ZIP/PC:</b>
<b>Shipping Address (No PO Box):</b>	<b>City:</b>
<b>State/Prov:</b>	<b>ZIP/PC:</b>
<b>Country:</b>	<b>Phone:</b>
<b>Accounting Contact (Billing Contact):</b>	
<b>Email Address (Billing Email Address):</b>	<b>Accounting Phone:</b>
<b>Sales Contact:</b>	
<b>Email Address:</b>	<b>Sales Phone:</b>
<b>Other Authorized Purchaser(s):</b>	
<b>Estimated yearly purchases with MeatEater brands:</b>	
<b>Do you support online sales (Yes / No)?</b>	<b>If so, what percentage of estimated annual sales are online?</b>
<b>Website:</b>	
<b>Social media handles and/or names:</b>	
<b>MeatEater's portfolio of brands you intend to work with:</b>	
<input type="checkbox"/> First Lite <input type="checkbox"/> FHF Gear <input type="checkbox"/> Phelps Game Call <input type="checkbox"/> Dave Smith Decoys <input type="checkbox"/> MeatEater Brand	



**Appendix B**  
**CREDIT APPLICATION**

Credit Application Information	
Estimated yearly purchases with MeatEater:	
Requested Credit Limit:	
Type of Business	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Applicant Principals/ Owners:	
SSN(s) if sole prop or partnership:	
Primary Financial Institution:	
Address:	
Financial Manager/ Contact:	
E-Mail:	Phone:
State Resale Certificate # <i>(please attach a copy of certificate):</i>	Issuing State:
Federal ID Tax Number:	
Business Credit Reference 1: <i>(a company with which Applicant has an existing line of credit)</i>	
Account Numbers/ Payment Terms:	
Credit Reference 1 Contact Person:	Email:
Business Credit Reference 2: <i>(a company with which Applicant has an existing line of credit)</i>	
Account Numbers/ Payment Terms:	
Credit Reference 2 Contact Person:	Email:
Have you ever filed for bankruptcy? <i>(personally and/or a business that you've owned and/or controlled?)</i> If yes, please explain.	
In the past 5 years, has your business operated under other names or changed business classifications? If yes, list name(s), location(s), and/or prior entity(s).	



Purchasing and Billing Information		
<b>Accounts Payable Contact:</b>		<b>Phone:</b>
		<b>Email:</b>
<b>Purchasing Contact:</b>		<b>Phone:</b>
		<b>Email:</b>
<b>Requested Payment Terms: (Check One)</b>	<input type="checkbox"/> <b>Pre-Pay with Credit Card Charged on Order.</b>  <input type="checkbox"/> <b>Requesting Net Payment Terms (subject to MeatEater's approval)</b>	<b>Shipping Terms are FOB – Shipping Point (unless otherwise agreed upon)</b>
<b>Email to Receive Invoices and All AR Reports:</b>		

**Authorization to Obtain Information.** Applicant hereby authorizes MeatEater, Inc. to make a search with a credit reference agency or agencies, bank, or other trading concern at any time now or in the future without further reference to you or other parties to this agreement. All information obtained and retained by us will be held in the strictest of confidence.

Applicant represents that the information provided herein is true and correct and that credit clearance is subject to withdrawal in the event any of the information provided is untrue. Applicant agrees to immediately notify MeatEater, Inc. if any of the information provided herein changes or otherwise becomes untrue or incorrect. Return of this signed and completed Dealer Policy and credit application indicates agreement to these terms.

**In all cases, Financial Statements are required if you have been established for longer than a year. If less than a year, we require to see a business plan.**



**Appendix C**  
**RESELLER CERTIFICATE/SALES TAX EXEMPTION FORM REQUIREMENT**

As a wholesale dealer, you are required to provide us with a current state reseller certificate/sales tax exemption form that you have on file for your Company.

For states that do not impose a general sales/use/transaction tax, we will still require a resale certificate or other supporting documentation, such as evidence of registration to do business in your home state.



## **Appendix D** **RETURN INFORMATION**

MeatEater is pleased to offer a dealer return policy.

- To make a return:
  - All returns must be approved by the MeatEater Dealer Services team and at the discretion of the Wholesale Account Manager.
  - All return shipping costs will fall on behalf of the dealer.
  - Returns require a Return Merchandise Authorization (RMA) number before returning any products.
  - Please email us at [dealers@themeateater.com](mailto:dealers@themeateater.com) to obtain return approval and a RMA number.
  - Follow the instructions provided by the MeatEater Dealer Services team to complete your return.

All returns must be approved by the Wholesale Account Manager and the MeatEater Dealer Services team. Approval and acceptance of requested returns are in MeatEater's sole discretion. MeatEater will assess and as necessary may assign a minor fee on the return of products. Before any product can be returned, a MeatEater Return Merchandise Authorization number (RMA) is required.

Returns may be exchanged for dealer credit to be used in future order(s) or for different products of the same total value, only.



## **Appendix E** **MAP POLICY**

MeatEater actively supports the advertising and promotion of its products by its domestic dealers and distributors through materials provided by MeatEater at no or nominal cost. MeatEater and its wholly owned subsidiaries have built a strong reputation and following among consumers. MeatEater has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of MeatEater products.

This MAP Policy ("Policy") shall remain in effect for the Term of the Dealer Agreement. MeatEater retains the right to terminate this Policy at any time with written notice to the dealer. Dealer shall remain liable for any breach of this Policy notwithstanding the termination hereof. The Policy applies only to U.S. and Canadian dealers and distributors.

### **Under this Policy:**

1. All MeatEater products must adhere to MAP. "Minimum Advertised Price" or "MAP" is the lowest price at which a dealer or distributor can advertise the MeatEater products. Dealer may discount MeatEater products up to an amount to be determined and communicated by MeatEater during all authorized "off-price-periods."
2. The MAP for all MeatEater products shall be the "Retail" or "MSRP" price listed on each MeatEater order form for dealers and distributors. MAP is established by MeatEater for all MeatEater products and may be adjusted at its sole discretion. This Policy is effective for all advertising, including third-party marketplaces.
3. The Policy applies to all advertisements of MeatEater products in all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio, and public signage.
4. MAP applies only to advertised prices and does not apply to the price at which the products are sold or offered for sale to an individual consumer within the Dealer's physical retail location.
5. MAP does not establish maximum advertised prices. All dealers and distributors may offer MeatEater products at any price more than the MAP established for such products.
6. This Policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices", that they "will meet or beat any competitors price", that consumers should "call for a price" or any other similar phrases as long as the price advertised for the products is not less than MAP.
7. MeatEater may discontinue models or engage in promotions with respect to certain products. In such events, MeatEater reserves the right to modify or suspend the MAP with respect to the affected products by notifying all dealers of such a change. MeatEater further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to the dealers and distributors, provided that such changes shall apply equally to all MeatEater dealers and distributors.
8. Dealers are explicitly forbidden to sell or list products on third-party marketplaces such as Amazon and eBay without prior authorization of MeatEater. At such time, a separate third-party marketplace agreement must be completed by the Dealer.
9. The inclusion in advertising of free or discounted products (whether made by MeatEater or another manufacturer) with a product covered by this Policy is contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.

For Purposes of this Policy, MeatEater products include all products sold under any trademark or tradename owned or licensed by MeatEater. MeatEater will not supply products or the other benefits to MeatEater Dealers that:



1. Advertise prices through one or more internet web sites or other means of advertising via any print or electronic media that are below the MAP published by MeatEater.
2. Offers any MeatEater products on eBay or any other online auction listing (static or “Buy it now” listings are permitted);
3. Offers any MeatEater products on Amazon or other third-party marketplace without prior permission.
4. Advertises any MeatEater products that it does currently hold in inventory.
5. Fails to maintain a secure website to fulfill orders in a timely manner in accordance with applicable law.
6. Enables other third-party sellers to sell MeatEater products through the dealer's website.
7. Utilizes products imagery from MeatEater website, catalogs, or other media without MeatEater express written consent; or
8. Sells any MeatEater products to any customers outside the United States of America with the sole exception of Canada.

Although each dealer remains free to establish its own prices, MeatEater may, without notice, immediately cancel further shipments to any dealers whose advertising is not consistent with this Policy. MeatEater may also decline to accept orders for such products in the ensuing year. MeatEater may also offer discounts on the MeatEater website to direct consumers that are not applicable to dealers or dealer pricing.

This Policy has been unilaterally adopted by MeatEater and it will be enforced strictly and uniformly. MeatEater will make all determinations concerning violations of the Policy unilaterally in its sole discretion. **There will be no warnings to, discussions with, or appeals by any violator.** MeatEater neither solicits, nor will it accept, any approval or assurance of compliance with this Policy by or from any dealer. Nor shall anything in this Policy constitute or be construed to constitute an agreement between MeatEater and any dealer that the dealer will comply with this Policy. MeatEater personnel have no authority to modify or grant exceptions to this Policy.

**Return of a signed Dealer Agreement constitutes an understanding of the terms and conditions set forth in this Policy.**



**Appendix F**  
**DEALER AGREEMENT**

THIS DEALER AGREEMENT ("Agreement") is legally binding as of the date of the last signature below (the "Effective Date"), by and between The MeatEater, Inc., a Delaware corporation, with its principal place of business located at 131 Discovery Drive, Bozeman, MT 59718 (the "Company" or "MeatEater"), and the company applying for authorized reseller status and as indicated at signature below ("Dealer") (each a "Party", collectively, the "Parties").

**RECITALS**

**WHEREAS**, Company desires that Dealer sell the Products (as hereinafter defined) to Customers (as hereinafter defined) in the Territory (as hereinafter defined); and

**WHEREAS**, Dealer desires to purchase Products for resale to Customers in the Territory on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the Parties hereby agree as follows.

**SECTION 1.**  
**DEFINITIONS**

Section 1.1 "Customers" shall mean individuals or entities who are purchasing the Products from a MeatEater Authorized Dealer (as hereinafter defined) for their end-use and not for resale purposes.

Section 1.2 "MeatEater Authorized Dealer" shall mean individuals or entities who are approved by Company to purchase the Products from either Company or a MeatEater Authorized Distributor to be resold through a physical storefront.

Section 1.3 "MeatEater Authorized Online Dealer" shall mean individuals or entities who are approved by Company to purchase the Products from either Company or a MeatEater Authorized Distributor to be resold through a physical storefront, an online website or a third-party marketplace (such as Amazon or eBay) pursuant to the terms set forth in this Agreement.

Section 1.4 "Order" shall mean an order for the Products submitted by Dealer hereunder using Company's standard Order Form or other standard ordering process designated by Company, which shall include the following information: (i) the shipping address for the delivery location of the Products; (ii) which Products are being ordered and the quantity thereof; (iii) the amount of Fees payable; and (iv) the requested delivery date, which must be within Company's standard lead times or later.

Section 1.5 "Products" shall mean Company's E-Commerce Products, as further defined in Company's published Product list which shall be provided separately to Dealer.

Section 1.6 "Territory" shall mean Canada, or the United States and its territories.



Section 1.7 **“Trademark”** shall mean all trademarks, trade names, service marks, logos, and other marks and identifying images and slogans relating to (including as affixed to) the Company’s Products or any accompanying labels, containers, or cartons, as well as all graphics, designs, descriptions, and other works of authorship, in each case as Company may from time to time specify or provide to Dealer for use, whether or not registered, including but not limited to the mark MeatEater, incorporating words and/or designs, that Company owns, and are used on or in connection with the Products in the Territory, including registered trademarks, pending trademark applications, and common law marks.

## **SECTION 2. APPOINTMENT AS DEALER**

Section 2.1 **Grant.** Company hereby grants to Dealer the non-exclusive and non-transferable right to promote and sell the Products only to Customers within the Territory for the Term (as hereinafter defined) and subject to the terms and conditions of this Agreement. Company reserves the right, in its sole and absolute discretion, to appoint additional resellers in any Territory, and to sell the Products directly or indirectly to any person or entity by any distribution method.

Section 2.2 **Limitations on Appointment.** Dealer expressly acknowledges and agrees that it shall not, during the Term, promote, distribute and/or sell the Products, or any of them, to any Customer in any place other than in the Territory. Dealer also expressly acknowledges and agrees that it shall not, during the Term, appoint any subdealers, sales agents, or other persons or entities to promote, demonstrate, distribute, or sell Products, or otherwise delegate to any person or entity any of Dealer’s rights or obligations under this Agreement, unless agreed to in writing by Company. The Parties acknowledge and agree that the appointment of Dealer hereunder is non-exclusive, and that no provision contained in this Agreement shall, during the Term, constrain Company in any manner from commercializing the Products, or any of them, to or on behalf of any third party or from appointing other resellers, licensees or agents. Notwithstanding any other provision contained in this Agreement, Dealer may not market or solicit orders for the Products, or any of them, except in accordance with this Agreement, and Dealer may not market, supply or sell the Products, or any of them, or procure the marketing, supply or resale of the Products, or any of them, except pursuant to the provisions of this Agreement.

Section 2.3 **Nature of Relationship.** The relationship established between the Company and Dealer by this Agreement is that of supplier and reseller. Dealer is an independent contractor under this Agreement and shall not have the right to assume or create any obligation of any kind, either express or implied, on behalf of Company, except as expressly provided for in this Agreement. Nothing in this Agreement shall be deemed to establish or otherwise create a relationship of principal and agent, employer and employee, or otherwise between Company and Dealer. The relationship between Company and Dealer does not, and is not intended to, constitute or create a franchise. Company is not a franchisor and Dealer is not a franchisee. Dealer acknowledges that it has not paid a franchise fee of any kind to Company to enter into this Agreement. The Parties acknowledge that (i) there is no community of interest between Dealer and Company, and (ii) Dealer’s business is not substantially associated with the Trademarks.

### Section 2.4 **Dealer Obligations.**

Section 2.4.1 Dealer agrees that it shall not sell the Products online without obtaining Company approval, including executing an additional Addendum with Dealer authorizing such type of sales.



Section 2.4.2 Dealer shall use its commercial best efforts to promote the sale of the Products within the Territory in a diligent manner, consistent with good business practices and will represent the MeatEater products in a professional manner with proper MeatEater logos and marketing images to help support the MeatEater brand. MeatEater will provide support, images and logos to assist. Dealer shall not use the Products in connection with any goods or services that are defamatory, offensive, or obscene or that may otherwise disparage, dilute, reflect negatively or harm the goodwill or commercial reputation of Company or in any manner that would bring the Products into disrepute or that would jeopardize or invalidate their registrations, applications, or goodwill.

Section 2.4.3 Dealer agrees to also support, sell and promote 'factory authorized MeatEater replacement parts'. Dealer may not promote the MeatEater E-Commerce product line of whole goods or parts to a consumer, and then substitute any other 'generic' or non-MeatEater product in its place. Dealer further agrees not to sell replications of any MeatEater product.

Section 2.4.4 Dealer agrees not to export or sell, directly or indirectly, any of the Products to (i) any individual or entity who is not a Customer; or (ii) any individual or entity outside of the Territory, unless such sale is specifically authorized in writing by Company. Dealer further agrees not to purchase, directly or indirectly, any of the Products, from any individual or entity other than Company or a MeatEater Authorized Distributor in the Territory, unless such purchase is specifically authorized in writing by Company.

Section 2.4.5 Distributor acknowledges that each Product may be subject to export controls of the United States government and of governments in the Territory. Such export controls may include those of the Export Administration Regulations of the United States Department of Commerce (the "EAR"), which may restrict the export of Products from the United States and their re-export from other countries. Dealer shall comply with the EAR and all other applicable law relating to the export, re-export, transshipment, and diversion of any Product, and without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate government agencies and from Company, (i) sell, export, re-export, transship, or divert any Product into any of those countries listed from time to time in the EAR as countries subject to embargo or to any persons who are specially designated nationals of such countries, including to Cuba, Libya, North Korea, Iran, Iraq, Uganda, Serbia, and Rwanda, or (ii) sell, export, re-export, transship, divert, transfer, distribute, or sell any Product to a person or entity if Dealer knows or should know that such person or entity intends to export, re-export, transship, divert, transfer, distribute, or sell the Product to any such embargoed country (including to Cuba, Libya, North Korea, Iran, Iraq, Uganda, Serbia or Rwanda) or a national thereof or intends to use or allow others to use the Products for prohibited activities. Dealer shall cooperate fully with Company in any official or unofficial audit or inspection related to the export control laws or regulations of the U.S. government. Dealer further acknowledges and agrees that other countries from which Company or its Affiliates may ship Products to Dealer may have export controls similar or dissimilar to those described in this Section, and that Dealer is likewise required to comply with such other export controls. Dealer agrees that violation of this Section 2.4.3 will be considered a material breach of this Agreement.

Section 2.4.6 Dealer shall comply with all applicable laws and regulations in performing its obligations under this Agreement.

Section 2.4.7 Dealer agrees to provide all documentation requested by MeatEater for approval of Authorized Reseller status.



Section 2.4.8 Dealer shall not modify, alter, damage or change the Products or markings in any way, including but not limited to the removal, mutilation or modification of any lot numbers, serial numbers or dating on the Products.

Section 2.4.9 Dealer agrees that it will at all times comply with the laws and regulations in the Territory applicable to the marketing, sale and handling of the Products.

Section 2.4.10 Dealer shall purchase the Products for resale in the Territory for Dealer's own account and not as agent for Company or any third party. Dealer shall be the vendor of record for all accounts and shall be directly responsible to its Customers. Dealer shall manage its own inventory and forecasts. Upon Company's request, Dealer shall provide Company with a forecast of estimated purchases of Products. Dealer's forecast shall be non-binding, but shall be made in good faith.

Section 2.4.11 Dealer shall promptly notify Company in writing within five business days (or sooner, if necessary to permit Company to comply with any relevant notification laws under applicable law) all complaints, reports, notices, or comments of any kind (including complaints, reports, notices, or comments from a Customer or any governmental entity or standards body that any of the documentation relating to any Product is inadequate or relating to any allegation of deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of any Product) received by Dealer from any Customers or from any governmental entity or standards body in any form relating to adverse events, injuries, malfunctions or failures to meet applicable industry standards of or involving any Products. If Dealer has any doubt as to whether a particular incident, near incident, complaint, report, notice, or comment should be reported to Company under this Agreement, Dealer shall err on the side of over inclusiveness and report promptly such incident, near incident, complaint, report, notice, or comment to Company. Dealer shall assist Company as necessary in investigating any incidents and near incidents, and all complaints, reports, notices, or comments of any kind received by Dealer, including from Customers or from any governmental entity, in any form relating to adverse events, injuries, or malfunctions of or involving any Products. Dealer shall not file any incident or near incident reports with any government authority and shall not initiate the recall of any Products for any reason without prior consultation with Company unless required by applicable law. All documents and information which Dealer is required to furnish or deliver to Company and its representatives and to government authorities hereunder shall be so furnished or delivered at no cost to Company. In the event of the occurrence of a recall or field corrective action of or for any Product, Dealer shall fully cooperate (at Dealer's expense) with Company in implementing and completing such recall or field corrective action. Company shall exclusively control and coordinate all recall-related activities, including making all contacts with regulatory authorities.

Section 2.4.12 Dealer assumes (i) all market risk relating to the Products (being the risk that the Products do not sell in the market of the Territory) and (ii) all risk relating to inventory, including risk related to Product quality, freight damage, order processing errors, mistakes in the communication of Product specifications, customer credit, customer liability, or other and related matters unless otherwise specifically set forth herein.

Section 2.4.13 Dealer agrees to handle directly all communications received from customers or prospective customers regarding Product inquiries, orders, delivery schedules, quality, service, administrative, or other matters. Dealer must have staff to handle customer service questions and initial technical service screening and assistance to those consumers whom they sold the Products. If Dealer is unable to resolve any such communications, Dealer may contact Company.



Section 2.4.14 Dealer agrees to make only such representations as to quality, capacity, performance, and related matters with respect to the Products as shall periodically be specified in writing by Company and shall provide no warranties, either express or implied except for Company’s standard warranties. Authorized Resellers may offer their own optional protection plans with written approval of the Company, provided that they explicitly state that any such optional protection plan is not a part of Company’s manufacturer’s warranty.

Section 2.4.15 Dealer shall cooperate with the Company in any applicable government investigation or requirements relating to the Products.

Section 2.4.16 Dealer shall furnish to Company certain “sell-through” sales, market and transaction data to assist Company in gauging future support of products and trends upon request and in a format acceptable to Company. This includes, but is not limited to, units and dollars of Products that are sold to end users, as well as, levels of stocking inventory on hand as it pertains to Dealer’s sale of Products.

## Section 2.5 Company Obligations.

Section 2.5.1 Company may provide Dealer Product labeling, and such other information as may be reasonably required by Dealer for the promotion, sale and shipment of the Products and shall provide at no charge to Dealer technical information, and such instructions as may be appropriate for the promotion, sale, shipment, and use of the Products. Company shall also provide the Dealer with reasonable sales and service assistance for the Products.

Section 2.5.2 The warranty with respect to the Products shall be as set forth at [store.themeateater.com/pages/warranty](https://store.themeateater.com/pages/warranty). Any claims under such warranties must be made pursuant to the warranty terms.

## **SECTION 3. GRANT OF RIGHT TO USE TRADEMARKS**

Section 3.1 Grant by Company. All Trademarks constitute the sole and exclusive property of Company. Subject to the terms and conditions of this Agreement, Company grants to Dealer a limited, nonexclusive, non-transferable, non-sublicensable, revocable license to use and display the Trademarks in the Territory, solely as necessary for the performance of its obligations hereunder. All rights and goodwill arising out of Dealer’s use of the Trademarks shall be owned by and inure to the benefit of Company or its licensor, as the case may be. Dealer shall at all times maintain the quality standards for the Trademarks, as set by Company or its licensor from time to time, which shall at no time fall below the highest quality standard in Company’s industry. All use of the Trademarks shall conform to Company’s branding standards, as provided by Company to Dealer from time to time. Dealer shall not use any other trademark, trade name, or logo to identify Products, attach any additional trademarks, trade names or logos to any Product, and shall not alter, obscure or remove any trademark or copyright notices or any other proprietary rights notices placed on the Products, marketing materials or other materials that Company may provide. Dealer shall not use, or permit to be used, the Trademarks in any manner that is defamatory, offensive, or obscene or that may otherwise harm the goodwill or commercial reputation of Company or in any manner that would bring the Trademarks into disrepute or that would jeopardize or invalidate their registrations, applications, or goodwill. Dealer shall use appropriate trademark, copyright, and other symbols wherever appropriate or as directed by Company. Each initial use of the Trademarks by Dealer, or a new use of the Trademarks by Dealer, for example but not limited to a new piece of advertising, shall be subject to



Company's prior written approval. Company reserves the right in its sole discretion to object to any use or proposed use of the Trademarks by Dealer. Should Company object to any use or proposed use of the Trademarks by Dealer, Dealer shall immediately cease use of such Trademarks or (if such Trademarks have not been used yet), Dealer shall not commence use of such Trademarks. Dealer shall not modify or create any derivative works of any Trademark. Dealer shall not use any Trademark in or as a domain name without prior written consent from Company. Company may revoke Dealer's rights under this Section and the foregoing licenses to the Trademarks at any time and for any reason. No title or interest in such Trademarks shall be transferred to Dealer by virtue of this Agreement except as herein expressly provided, and Dealer's use of and rights to use such Trademarks shall cease immediately upon termination or expiration of this Agreement. Company reserves the right to change Trademarks without notice. Dealer agrees that violation of this Section 3.1 will be considered a material breach of this Agreement.

**Section 3.2 Quality Control.** Dealer acknowledges that the nature and quality of all advertising, promotional, and other items and uses relating to Products that use any Trademarks must conform to standards set by, and be under the control of, Company. Dealer hereby acknowledges that it shall comply with any guidelines regarding the use of the Trademarks ("Guidelines") that Company may from time to time provide to Dealer in writing. Where Company makes a change to the then current Guidelines, Dealer will have thirty (30) days from the date Company provides Guidelines to Dealer in accordance with this Section to implement such changes so as to comply with the updated Guidelines. Dealer shall reasonably cooperate with Company in facilitating Company's control of the nature and quality of the advertising, promotional, and other items that are used by Dealer to market, advertise, distribute, or sell Products.

**Section 3.3 Ownership; Goodwill.** Dealer acknowledges that Company owns all right, title and interest in and to the Trademarks and all of Company's other names, logos, trademarks, trade dress, service marks, designs, marks, domain names, patents, copyrights or copyrighted material, and other intellectual or proprietary property relating to Products and all systems, designs, manufacturing processes, parts, components, specifications, tolerances, trade secrets, know-how, and other items that may be included in or with Products or used to create or manufacture Products (the "Company Intellectual Property"), worldwide and the goodwill associated with the same. All goodwill created by Dealer's use of the Company Intellectual Property shall inure to the benefit of Company. Dealer hereby assigns to Company all rights it may acquire by operation of law or otherwise in the Company Intellectual Property immediately upon their creation, including all applications or registrations therefor, along with the goodwill associated therewith. Dealer shall execute and deliver to Company all documents necessary to protect and/or register the Company Intellectual Property. Except as expressly provided herein, nothing in this Agreement shall be construed to grant to Dealer any right, title, interest, or license in or to the Company Intellectual Property. Dealer shall not challenge or contest any right, title, interest or validity of, by act or omission jeopardize, or take any action that may interfere with, or that is inconsistent with, Company's rights or goodwill in any Company Intellectual Property in any country, including Company's ownership or exercise thereof. Dealer shall not make any claim or take any action adverse to Company's ownership Company Intellectual Property. Dealer shall not register or apply for registrations, anywhere in the world, for Company Intellectual Property or any other trademark that is similar and/or confusing to Company's Products or that incorporates Company Intellectual Property in whole or in confusingly similar part.

**Section 3.4 Enforcement.** Dealer shall promptly notify Company of any known, threatened, or suspected infringement, imitation, or unauthorized use of the Company Intellectual Property by any third party. Company, in its sole discretion, shall determine what action, if any, should be taken in response to any infringement, imitation, or unauthorized use of the Company Intellectual Property. Dealer shall take no action to enforce any rights in the Products against any third party without the prior approval of Company, which Company may withhold in its sole discretion. Dealer shall use best efforts to cooperate with Company's efforts in connection with enforcing its rights in the Company Intellectual



Property, at Company's expense, including making personnel available to testify and providing relevant documentation and information. Dealer shall become a co-party to litigation if Company deems it advisable.

Section 3.5 Prohibited Acts. Dealer shall not engage in any unfair, competitive, misleading or deceptive practices respecting Company, the Products, or any Company Intellectual Property. Dealer shall not use the Company's products, services, Products, Company Intellectual Property, or Confidential Information, or permit them to be accessed or used for any purpose, or otherwise in any manner to the Company's detriment, including, to analyze, copy, reverse engineer, disassemble, decompile, modify, or design around Company's Products, other products, services, and/or Company Intellectual Property. Except as explicitly authorized in this Agreement or in a separate written agreement with Company, Dealer shall not service, repair, modify, alter, replace, reverse engineer, or otherwise change the Products.

Section 3.6 Marketing Efforts. Dealer shall market, promote, and advertise the Products and demonstrate and display the Products in furtherance of such activities provided that Dealer will not: (i) make any representation, warranty or guarantee to any potential Customer with respect to the specifications, features or capabilities of the Products, except as specifically authorized by Company in writing, including any false or misleading representations with regard to the Products; (ii) provide prospective Customers with access to any other party's data on the Products; (iii) publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to or the Products; or (iv) make any other representation, warranty, guaranty, or other commitment or binding obligation on behalf of Company without Company's prior, written authorization. Dealer shall also: (a) advertise, market, promote, distribute, and sell the Products in a manner that is consistent with good business practice, using its commercially reasonable efforts to maximize the sales volume and expand the sale of the Products to Customers; (ii) advertise, market, promote, distribute, and sell the Products and conduct business in a manner that reflects favorably at all times on the Products, and the good name, goodwill, and reputation of Company; and (iii) observe Company's reasonable directions, instructions, and policies concerning the marketing, advertisement, and promotion of the Products issued by Company from time to time. Upon request by Company, Dealer shall prepare and transmit to Company reports and other information pertinent to the sale of Products.

Section 3.7 No Further Transfer. Dealer shall not assign, sublicense, make available, or otherwise transfer or disclose any right to use, develop, or otherwise enjoy any of the Trademarks without the express written consent of the Company.

## **SECTION 4. WARRANTIES AND REPRESENTATIONS**

Section 4.1 Warranties by Company. Company will pass through to Dealer the applicable original equipment manufacturer warranties for the Products that are permitted to be passed through by the applicable original equipment manufacturer ("OEM Warranties"). Dealer may pass the OEM Warranties through to Customers, but may not make any further representations or warranties regarding the Products to any Customer. Each Product is warranted to the individual Customer pursuant to the OEM Warranties, and only the individual Customer may exercise the remedies provided by such OEM Warranties. Exercise of the OEM Warranties shall follow the processes established by Company and the original equipment manufacturer, and a failure to follow such policies shall void the OEM Warranties.

Section 4.2 DISCLAIMER. EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAWS, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR APPLICABILITY FOR A PARTICULAR PURPOSE, REGARDING



THE PRODUCTS AND ANY DOCUMENTATION PROVIDED BY COMPANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS MEET OR WILL MEET THE REQUIREMENTS OF DEALER OR ITS CUSTOMERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. DEALER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY, OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

## **SECTION 5. PRICING, ORDERS AND PAYMENT**

Section 5.1 Pricing. The amount payable by Dealer to Company for each Order for the Products is set forth in the Company's published price list as provided separately to Dealer and as it may be amended from time to time (the "Fees"). Company may modify the Fees from time to time, with notice to Dealer. Dealer will independently determine the pricing at which it offers the Products to Customers; however, Dealer shall not advertise the Products for less than the Minimum Advertised Price established by Company as set forth in the MAP Policy in Appendix E. Neither Dealer nor Company is involved or engaged in any efforts to coordinate, collude, or conspire with the other Party or any third parties concerning the creation or maintenance of control over prices or supplies. Neither Dealer nor Company is entering into this Agreement to damage its competitors or to force its competitors out of business. Likewise, neither Dealer nor Company has impliedly or expressly required the other Party to refrain from or refuse to deal with any of the Parties' competitors in order to receive the benefits of this Agreement. Dealer and Company have entered into this Agreement with the good faith belief that this Agreement will not have any anti-competitive effect. To the extent that an anti-competitive effect results from this Agreement, the Parties agree to take all necessary and reasonable measures to amend the Agreement to eliminate adverse effects on competition.

Section 5.2 Invoices; Payments; Taxes. Company will invoice Dealer upon acceptance of each Order and Dealer shall remit to Company 100% of the total Fees for each Product ordered upfront and prior to delivery of such Products to Dealer, unless an alternative invoicing and/or payment schedule is agreed to. All payments will be invoiced and remitted in U.S. dollars and shall be paid without set-off or reduction for any amounts owed. Dealer will be solely responsible for collecting all amounts due to it from Customers, and Dealer's payment of the Fees hereunder is in no way contingent upon any payment or purchase by any Customer. Non-payment by Customers will not relieve Dealer of its obligations to pay Fees to Company. Company reserves the right to cancel or suspend provision of the Products if it fails to receive payment from Dealer. The Fees are exclusive of applicable taxes and Dealer will pay Company for all taxes applicable to the Products.

Company prefers to receive payments for Orders via ACH (Automated Clearing House – direct payment) to promote continued ease and timely payment between our businesses. To do so, we ask that you populate the company information form included as Appendix A and return it to Company to ensure that Company has all correct information regarding Dealer. For the avoidance of doubt, if Dealer's credit risk changes, Company may, in its sole discretion, change the payment terms of this Agreement.

1. ACH (preferred) terms:
  - a. Credit approval required. Allow two weeks for processing of credit application.
  - b. Payment terms will be assigned during Dealer setup.



2. Check

- a. Checks must be made out to “MeatEater, Inc.” and should be mailed to:

MeatEater, Inc – Cash Collateral Commerce  
PO Box 773289  
Detroit, MI 48277-3289

3. Credit Card

- a. All payments made via credit card will be assessed a 3% payment processing fee.

Accounts over 30 days past due will be put on hold and Company may, in its sole discretion, terminate this Agreement. Payment of account in full will be required prior to shipping future orders. Accounts that exceed 45 days past due will be permanently changed to Prepaid status. Interest of 1.5% per month or the maximum interest chargeable under law will automatically accumulate on past due accounts. This interest must be paid prior to shipment of future orders. Should Company be compelled to initiate collection proceedings, in addition to the outstanding balance, Dealer shall be liable for Company’s costs of collection, including attorney’s fees.

Section 5.3 Shipping/Delivery. Company will ship and deliver the Products directly to Dealer in accordance with the following: (a) if Products are delivered to one (1) location within the continental United States, then Products shall be delivered DPU (Incoterms 2020) to the location reasonably designated by Dealer; and (b) if any Products are to be delivered to any additional location, or if any Products are to be delivered outside of the continental United States, then such Products shall be delivered EXW (Incoterms 2020) to the location reasonably designated by Dealer. Subject to the foregoing, and unless expressly agreed to by the Parties in writing, Company shall select the method of packaging and shipment of, and the carrier for, the Products. Company may, in its discretion and without liability or penalty, make partial shipments of Products to Dealer. Company uses a variety of carriers to ship the Products and Company charges a flat rate accordingly. Upon Dealer’s request, Company can use Dealer’s shipping code. Notwithstanding the foregoing, for international Dealers, the Dealer is responsible for any additional tax, duty, freight, or shipping charges.

Section 5.4 Credit Support. Company may require Dealer to provide credit information and/or separate credit support (such as parent guarantees, letters of credit or “cash-on-delivery” purchasing). Should Dealer’s financial responsibility become unsatisfactory to Company in its sole and reasonable discretion, cash payments, different payment terms, and/or security satisfactory to Company may be required by Company for future deliveries. Company shall have the right, among other remedies, to terminate this Agreement in the event Dealer fails to make any payment when due.

Section 5.5 Preseason Orders. Some orders may qualify as preseason orders that require advance ordering. Company will communicate any preseason orders separately to Dealer. For any preseason orders, order modifications may be made up to 10% of units or dollars, whichever is higher, of the original preseason order, subject to MeatEater’s authorization. Preseason orders may be modified only once. Modifications must be completed a minimum of 30 days prior to the scheduled ship date. Modifications made less than 30 days prior will not be guaranteed.



## SECTION 6. INDEMNIFICATION

Section 6.1 **By Dealer.** Dealer hereby agrees to defend, indemnify and hold harmless Company and its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all allegations, claims, actions, judgments, settlements, damages, losses, liabilities, costs and expenses (including attorneys' and experts' fees and expenses) to the extent directly or indirectly arising out of or in connection with (i) Dealer's violation of any applicable law or regulation; (ii) Dealer's action or omission that causes Company to be in violation of any applicable law or regulation; (iii) Dealer's breach of its confidentiality obligations or any other term of this Agreement; (iv) any modification of the Products by or on behalf of Dealer and that was not made or otherwise authorized by Company; (v) Dealer's misrepresentation of the Product or other action outside of the scope of authority granted to Dealer hereunder; (vi) any breach or alleged breach by Dealer of its obligations, representations or warranties under this Agreement, (vii) any act or omission by Dealer or its directors, officers, employees or agents arising out of or related to this Agreement or the sale of the Products by Dealer; or (viii) Dealer's or a Customer's gross negligence or willful misconduct.

Section 6.2 **Indemnification Procedure.** The foregoing indemnity obligations are conditioned on: (i) the indemnified Party notifying the indemnifying Party promptly in writing of any actual or threatened claim; provided, however, the indemnifying Party shall be excused from such obligations only to the extent its rights are prejudiced by any delay in providing, or failure to provide, such notice; (ii) any settlement that does not release all covered claims against the indemnified Party or requires the indemnified Party to take any action except to stop using any allegedly infringing items shall require the indemnified Party's written consent to such settlement; and (iii) the indemnified Party reasonably cooperating and assisting in such defense at the indemnifying Party's request.

## SECTION 7. CONFIDENTIALITY

Section 7.1 Each party (the "Disclosing Party") may disclose certain Confidential Information (as defined below) to the other party ("Receiving Party") to permit the other to perform its obligations under this Agreement. "Confidential Information" means all non-public data and information of Disclosing Party, including all proprietary information, technical data, trade secrets, know how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information of Disclosing Party communicated, orally, electronically, or in writing, to Distributor. Company's Confidential Information includes all information and documentation pertaining to Products and all Customer lists and information pertaining to Customers and sales effort with respect thereto (including prospective Customers), even if created by Dealer. Confidential Information does not include information that is (a) known or becomes known to the public in general (other than as a result of a breach of this Section), or (b) is or has been made known or disclosed to Dealer by a third party without a breach of any obligation of confidentiality such third party may have to Company. In the event of an unauthorized disclosure, Authorized Reseller agrees to immediately notify MeatEater of the possession, use, knowledge, disclosure, or loss of such other Party's Confidential Information, and use all commercially reasonable efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information.

Section 7.2 During the Term and for a period of five (5) years thereafter, without the express written consent of the Company, Dealer agrees to (i) only use the Confidential Information for the purposes of this Agreement and not for any other purpose; (ii) to provide the Confidential Information only to those of its representatives that have a need to



know same to effectuate this Agreement and who are bound to obligations of confidentiality at least as strict to those set forth herein; and (iii) take all reasonable measures to protect the Confidential Information, but in no event less than a reasonable standard of care. Dealer shall be liable to Company for any breach of the provisions of this Section by its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents. Nothing in this Agreement will prohibit Dealer from disclosing Confidential Information of Company if legally required to do so by law, by judicial or governmental order or in a judicial or governmental proceeding (“Required Disclosure”); provided that Dealer shall: (a) where permitted, give Company reasonable notice of such Required Disclosure prior to disclosure; (b) cooperate with Company in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

Section 7.3 In acknowledging the unique and proprietary nature of Confidential Information and the importance to Company of the restrictions set forth in this Section, the Parties acknowledge and agree that in the event of a breach or threatened breach of this Section, the non-breaching Party may suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, the non-breaching Party shall be entitled to seek equitable relief, including a temporary or permanent injunction and specific performance as remedies for such breach. Such equitable remedies shall not be deemed to be exclusive remedies but shall be in addition to all other remedies provided, at law or in equity.

## **SECTION 8. EQUITABLE RELIEF**

Section 8.1 Company may enforce any provision of this Agreement by obtaining equitable relief, including a temporary or permanent injunction and specific performance without the necessity of posting any bond or security or proving the inadequacy of monetary damages, in addition to all other remedies at law or under this Agreement. Company’s remedies at law for a breach of any provision of this Agreement are inadequate and Company shall suffer irreparable harm from any such breach.

## **SECTION 9. TERM AND TERMINATION**

Section 9.1 Initial Term and Renewal Term. This Agreement shall commence on the Effective Date and shall continue for one year (the “Initial Term”). Following the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each (each a “Renewal Term,” and collectively with the Initial Term, the “Term”), subject to the right of either Party to give the other written notice at least sixty (60) days prior to the end of the Initial Term or Renewal Term then in effect, as the case may be, that it does not intend to renew this Agreement, in which case this Agreement shall terminate at the expiration of the Term then in effect.

### Section 9.2 Termination.

Section 9.2.1 Company may terminate this Agreement immediately at any time, with or without cause, upon written notice to Dealer. Upon receipt of such notice, Dealer must immediately stop using any icon, image or graphic display that signifies that Dealer is a MeatEater Authorized Dealer and remove all references to Company and the Products from Dealer’s website(s).



Section 9.2.2 Sales of the E-Commerce Products through an unauthorized URL or third party website may result in the termination of this Agreement and Dealer’s business relationship with Company. No incentives agreed to by the Parties will be paid in connection with sales of the E-Commerce Products through an unauthorized URL or third party website.

Section 9.2.3 Either Party may also terminate this Agreement for cause by providing written notice to the other Party if the other Party (a) has breached any of the material covenants contained herein, and (b) has not cured that breach (if the breach is incurable) within 30 days after the written notice of breach to the defaulting Party.

### Section 9.3 Rights and Duties on Termination.

Section 9.3.1 Upon the termination of this Agreement, (i) except as set forth in this Section 9.3.1, Dealer shall have no further right to purchase or sell the Products, (ii) all open Orders shall be deemed canceled, and (iii) Dealer shall pay all sums accrued that are then due under this Agreement, and all sums that would have been due in the future had the Agreement extended to the end of the then current Initial Term or Renewal Term shall automatically accelerate and become due and owing. In the event of any termination or upon expiration of this Agreement, Company, in its sole and absolute discretion, may elect to either (a) require Dealer to immediately return any unsold Products to Company or a MeatEater Authorized Distributor; or (b) permit Dealer to dispose of first-quality Product on hand as of the date of a termination at prevailing market prices for a period of six (6) months (the “Deactivation Period”), provided that Dealer continues to comply with the terms of this Agreement during the Deactivation Period. With respect to subsection (a) above, if Company requires Dealer to immediately return any unsold Product, Company shall pay Dealer 90% of the purchase price of such Product. In addition, any such return of Products shall be on the same shipping terms as set forth in Section 5 of this Agreement. Nothing contained herein shall be deemed to permit the sale of any improperly labeled, improperly stored, or otherwise defective Product during the Deactivation Period.

Section 9.3.2 In addition, upon the termination of this Agreement, Dealer shall (i) return all Confidential Information and promotional material or samples to Company and (ii) discontinue all use of all Trademarks and shall have no further license to any Trademarks.

Section 9.3.3 Notwithstanding anything to the contrary herein, Sections 1, 5, 6 and 7 through 10 shall survive the termination of this Agreement.

## **SECTION 10. LIMITATION OF LIABILITY**

TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO DEALER FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY. TO THE GREATEST EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF COMPANY ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY DEALER TO COMPANY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT



ENLARGE THIS LIMIT. COMPANY SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL.

## SECTION 11. MISCELLANEOUS

Section 11.1 Notices. All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given when hand delivered, when received if sent by courier (which shall be effective if confirmed by overnight recognized commercial international courier service providing proof of delivery), when received if sent by email (provided that a no delivery receipt is received by the sending party within twenty four (24) hours), addressed to the address of the parties on the signature pages hereto or to such changed address as such Party may have fixed by notice.

Section 11.2 Binding Effect, Assignment, etc. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their permitted assigns and successors-in-interest. Dealer may not assign any right, or delegate any obligation hereunder, by operation of law or otherwise, without the express prior written consent of Company, and any such purported assignment shall be null and void. Company may assign its rights and obligations hereunder without Dealer's consent.

Section 11.3 Amendment/Waiver. No change, modification or amendment of this Agreement shall be valid or binding on the Parties unless such change or modification shall be in writing signed by the Party or Parties against whom the same is sought to be enforced. The failure by either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by either Party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the Party against which such waiver is sought to be enforced.

Section 11.4 Entire Agreement. This Agreement, including any exhibits attached hereto and the policies, terms and conditions referenced herein (which are collectively made a part of this Agreement), sets forth the entire agreement and understanding between the Parties and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them as to the subject matter hereof, and no Party shall be bound by any condition, definition, warranty or representation other than as expressly provided for in this Agreement or as may be on a date on or subsequent to the date hereof duly set forth in writing signed by each Party which is to be bound thereby.

Section 11.5 Severability. If any provision of this Agreement shall be found by any panel or court to be invalid or unenforceable, the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable. Such provision shall, to the extent allowable by law, be modified by such panel or court so that it becomes enforceable and, as modified, shall be enforced as any other provision hereof, all the other provisions continuing in full force and effect.

### Section 11.6 Governing Law; Dispute Resolution; Forum

Section 11.6.1 This Agreement will be governed by and construed in accordance with the laws of the State of Montana without giving effect to any choice or conflict of law provision.



Section 11.6.2 Except with respect to rights to injunctive relief, each Party shall be required, by written notice to the other Party, to have such dispute referred to the vice presidents of the respective business units of each Party, for attempted resolution by good faith negotiations within thirty (30) days after such notice is received.

Section 11.6.3 In the event a dispute arises between Company and Dealer regarding the application or interpretation of this Agreement, the Parties shall attempt to reach a reasonable and equitable resolution of the dispute in an expeditious manner. In the event that any dispute under this Agreement cannot be resolved by the Parties' respective, designated representatives in an expeditious manner, then the dispute must be referred to the appropriate executives of the respective Parties for negotiation and resolution prior to taking any other action. Either Dealer or Company may initiate such referral, by written notice provided in accordance with the requirements of this Agreement (a "**Dispute Notice**"). If the dispute has not been resolved within thirty (30) days after delivery of the Dispute Notice, or if the executives of Dealer and Company fail to meet within ten (10) days, then the dispute shall be resolved by binding arbitration administered by the American Arbitration Association ("**AAA**") under the AAA Commercial Arbitration Rules (the "**Rules**") then in force. Except as otherwise provided by this clause, the appointment and confirmation of the arbitrators shall be made in accordance with the relevant provisions of the Rules. The arbitral tribunal shall be composed of one (1) arbitrator. The Parties shall together appoint the arbitrator. If the Parties cannot agree on an arbitrator, each Party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. Unless otherwise agreed by Company, the seat of the arbitration shall be in Bozeman, Montana. The hearings in this arbitration shall be held at the seat or at such other place as the parties may agree. The arbitration shall be conducted and the award rendered in the English language. The Parties agree that discovery and evidence in the arbitration shall be governed by the International Bar Association Rules on the Taking of Evidence in International Commercial Arbitration then in force. The arbitrator shall not decide the dispute *ex aequo et bono* or as *amiable compositeur* or by reliance on any other doctrine or principle that would permit the arbitrator to avoid the application of this Agreement and/or the governing law. The arbitrator shall not have the authority to modify or amend any term or provision of this Agreement. The award shall be final and binding on the parties and may be confirmed in, and judgment upon the award entered by, any court having jurisdiction over the Parties. The arbitrator's award shall be entitled to all of the protections and benefits of a final judgment as to any dispute, including compulsory counterclaims, that were or could have been presented to the arbitrator, and shall be final and binding on the parties and non-appealable to the maximum extent permitted by law. Except to the extent necessary for proceedings relating to enforcement of the arbitration agreement, the award or other, related rights of the parties, the fact of the arbitration, the arbitration proceeding itself, all evidence, memorials or other documents exchanged or used in the arbitration and the arbitrators' award shall be maintained in confidence by the parties to the fullest extent permitted by applicable law. However, a violation of this covenant shall not affect the enforceability of this Agreement to arbitrate or of the arbitrator's award. The Parties agree to be responsible for their own attorneys' fees, costs, and expenses of the arbitration (including arbitrators' fees and/or expenses). No failure or delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege.

Section 11.7 Further Assurances. Each Party hereby covenants and agrees that it shall execute and deliver such other documents as may be required to implement any of the provisions of this Agreement.

Section 11.8 Captions. Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.



Section 11.9 Legal Counsel. Each Party has had this Agreement reviewed by the counsel of its choosing, or had the opportunity to do so. This Agreement shall be deemed drafted jointly by the Parties such that it shall not be interpreted or construed in favor of one Party over the other.

Section 11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement.

Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date of signed acceptance.

MEATEATER, INC.  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

[COMPANY NAME]  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## **Addendum A**

### **MeatEater Authorized Online Dealer Program and Guidelines**

Company wishes to distribute certain of its Products (the "ECommerce Products") via MeatEater Authorized Online Dealers ("Dealers") who are capable of selling and providing customer support at a level that is consistent with Company's desire to establish and maintain a strong brand image and reputation for its E-Commerce Products in the marketplace.

No reseller of any Products is permitted to sell any Products via the internet, or to any person or entity that sells via the internet, without first seeking and obtaining the required approvals as set forth below and executing this Addendum to become a Dealer. All Dealers are also required to have in effect a Dealer Agreement with Company. Company has the sole discretion to unilaterally accept or deny the authorization of any prospective Dealer at any time and for any reason.

Company reserves the right to appoint additional Dealers and to sell any and all Products, including the E-Commerce Products, directly to any person or entity by any distribution method. Company also reserves the right to modify or discontinue any of terms, policies or requirements set forth herein upon notice to Dealer.

This MeatEater Authorized Online Dealer Program and Guidelines (this "Addendum") is made effective as of [REDACTED], between Company and Dealer and forms part of the Dealer Agreement (the "Dealer Agreement") entered into between Company and Dealer. All terms and conditions set forth in the Dealer Agreement shall apply to the sale of Ecommerce Products under this Addendum.

#### **I. Requirements and Procedures to Become a Dealer**

##### **A. Registration and Approval**

1. Dealer agrees to notify Company via an online application available via Company's customer service representatives of its desire to sell the E-Commerce Products via the internet and provide the following information: (i) Dealer name, including any doing business as (DBA(s)) names; (ii) name of Dealer owner or president; (iii) Dealer physical address; (iv) Dealer business telephone number; (v) Dealer email address; (vi) Company Partners dealer number, if applicable; (vii) Expected annual purchase amount; (viii) URL(s) that Dealer intends to use to resell the Products; and (viii) source(s) from where Dealer is or intends to purchase the Products from. Dealer agrees that providing this information does not guarantee that Company will approve the sale of the E-Commerce Products via the internet by Dealer. For the avoidance of doubt, Company may, in its sole discretion, revoke the approval of the sale of the E-Commerce Products via the internet by Dealer at any time and for any reason or for no reason.
2. Company will review the information referenced above, including the actual website(s) at the specific URL(s) for which approval is sought, and will decide, in its sole and absolute discretion, whether or not to authorize Dealer to sell the E-Commerce Products via the internet at the provided URL(s) as a Dealer. A written approval from the Company is required prior to Dealer offering the E-Commerce Products for sale via the internet. Any URL not registered with and approved by Company is considered an unauthorized URL. Dealer must provide written notice to



Company of any new or additional URLs which will require written approval from Company prior to Dealer offering E-Commerce Products for sale via the internet on any new or additional URLs.

3. Dealer agrees that if it is authorized in writing by Company to sell the Products via the internet, it may only advertise and sell the Products using the specific URL(s) approved by Company. Dealer is not authorized to sell the Products through third-party marketplaces (such as Amazon or eBay) unless specifically approved by Company in writing.
- B. Intellectual Property Rights. In addition to the requirements set forth in Section 3 of the Dealer Agreement (Grant of Right to Use Trademarks), Dealer further agrees as follows:
1. All information related to Company or the E-Commerce Products that is included in the Dealer's approved website(s), including but not limited to images, descriptions, badges and logos, must be current and accurate. Company agrees to provide Dealer with all such data, including but not limited to, images, descriptions (including features, benefits and warranty terms), badges, and logos, provided that Dealer is in compliance with the terms of this Addendum, and as updated.
  2. Company has the right to inspect the manner in which Dealer is using the Company product images, descriptions, badges and logos to ensure that such use is of proper quality, and to require Dealer to make changes to conform therewith.
  3. Provided that Dealer remains in compliance with this Addendum, Company may, at its discretion, provide a user-initiated hyperlink from the reseller locator section of Company's Website to Dealer's approved URL. Dealer hereby grants Company all necessary rights, licenses and permissions under all intellectual property and other applicable laws for these purposes. For a URL to be linked from the Company online referral page, the link must arrive to a Company only landing page with no reference to competing or alternative products or competing advertising. The URL must be in compliance with all Company policies regarding online sale and the URL must be a currently authorized Dealer. Company reserves the right to discontinue linking at any time and for any reason.
- C. Warranty
1. Dealers shall direct its online customers to Company's online warranty center at this link: [store.themeateater.com/pages/warranty](https://store.themeateater.com/pages/warranty) to complete and submit a warranty request.
  2. Company's standard warranties will not be honored for Products that are sold via the internet by unauthorized resellers.
  3. Company will not guarantee the authenticity or performance of Products that are not purchased from Company, a MeatEater Authorized Distributor, or a Dealer.

For more information about Company's warranties by subsidiary, please visit [store.themeateater.com/pages/warranty](https://store.themeateater.com/pages/warranty).

D. Privacy, Data Security, and Compliance with Laws



1. Dealer must publish and maintain on its authorized website(s) a publicly accessible (i) privacy and usage policy with regard to all customer information gathered via its authorized website(s); and (ii) a prominent statement of the level of security provided for online transactions conducted via its authorized website.
2. Dealer must use state-of-the-art technology, protocols and other measures to ensure the safety, confidentiality, privacy and security of transactions conducted and information collected online.
3. Dealer must comply with all applicable federal, state and local laws, including without limitation, those applicable to mail order, telephone, catalog or internet sales and services and the privacy of personal and personally identifiable information.
4. Dealer is solely responsible for collecting applicable sales taxes imposed by all taxing authorities on all transactions involving the E-Commerce Products, and for complying with any subsequently-enacted tax laws and rules governing transactions on the internet or by other electronic means.
5. Dealer grants Company the right to review and audit their authorized website(s) to ensure compliance with all Company policies and requirements that are set forth in the Dealer Agreement.

## II. Dealer Representations and Indemnification

- A. Dealer represents and warrants to Company that, as of the date of the execution of this Addendum:
  1. Dealer has duly registered the domain name of Dealer's authorized website(s) with all applicable authorities and possesses all of the rights necessary to use, and/or grant the license to use, such domain name; and
  2. the content and materials which Dealer has placed within Dealer's authorized website(s), or any hyperlink therefrom, do not and will not infringe upon or violate any copyright, patent, trademark or other proprietary right of any third party, or any applicable law, regulation of non-proprietary third party right.
- B. In addition to the indemnities provided by Dealer in Section 6 of the Dealer Agreement, Dealer agrees to defend, indemnify and hold harmless Company and its subsidiaries and affiliates and their respective officers, directors, employees, agents and others working for any of them or on their behalf from and against any and all allegations, claims, actions, judgments, settlements, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses) arising out of or relating to Dealer's website(s), the use and content thereof, and Dealer's transactions contemplated by this Addendum, including, without limitation, the privacy policy, usage policy, or terms of use used by Dealer in connection therewith. This provision shall survive any termination of this Addendum and/or Dealer's status as a Dealer.



- C. Dealer acknowledges that it has reviewed Company’s current and unilateral Minimum Advertised Price Policy (“MAP Policy”) set forth and that it understands it is a violation of the MAP Policy to advertise ECommerce Products in violation of the MAP Policy.
- D. Dealer may display and sell Products online; however, only with Company’s written consent may Dealer sell online and ship Discontinued Products to customers.
  - a) Discontinued Products are products that are no longer protected by MAP and are available via the Discontinued Products list.
- E. Dealer is prohibited from spending on Digital Paid Advertising, whether on a brand or SKU-specific basis, geographically bounded or otherwise, that draws online consumers to the Dealer’s website for viewing or purchasing any product made available by Company to the Dealer.
  - 1. Digital Paid Advertising prohibitions include bidding on search terms related to Company brands, products, personalities (product names, misspellings, references), paid display advertising, dynamic retargeting on social platforms, video advertising, etc., unless expressly authorized otherwise by Company.
  - 2. Dealer will restrict the integration of Company products on Google Shopping, Google Merchant Center, social shopping feeds, or other digital shopping feeds and discovery mechanisms online, other than via organic search, unless expressly authorized otherwise by Company.
  - 3. At Company’s explicit and written consent, Digital Paid Advertising restrictions may be waived in entirety for Company or for specific Company subsidiaries.
  - 4. Unless otherwise authorized by MeatEater, dealers shall not bid on paid search and shopping ads across all platforms for any MeatEater-owned brand names, product names, or patterns.
- F. Dealer agrees the use of images and videos containing Company brands' products, branding, logos, trademarks, or personalities for any type of Dealer marketing requires advance consent of Company.
- G. Dealer agrees that it shall include product Stock-Keeping Unit (“SKU”) for each Ecommerce Product listed on its website.
- H. Dealer is responsible for processing payments for each Ecommerce Product listed on its website. For the avoidance of doubt, Company is not responsible for processing payments.
- I. Dealer agrees to comply with all other terms, conditions and policies set forth or referenced in the Dealer Agreement.

MEATEATER, INC.  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

[DEALER]  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## **Addendum B**

### **MeatEater Authorized Third-Party Marketplace Agreement**

Company wishes to distribute certain of its Products (the “Products”) via MeatEater Authorized Third Party Dealers (“Dealers”) who are capable of selling and providing customer support at a level that is consistent with Company’s desire to establish and maintain a strong brand image and reputation for its Products in the marketplace.

No reseller of any Products is permitted to sell any Products via a third-party marketplace without first seeking and obtaining the required approvals as set forth below and executing this Addendum to become a Dealer. All Dealers are also required to have in effect a Dealer Agreement with Company. Company has the sole discretion to unilaterally accept or deny the authorization of any prospective Dealer at any time and for any reason.

Company reserves the right to appoint additional Dealers and to sell any and all Products directly to any person or entity by any distribution method. Company also reserves the right to modify or discontinue any of terms, policies or requirements set forth herein upon notice to Dealer.

This Authorized Third-Party Marketplace Agreement (this “Addendum”) is made effective as of [REDACTED], between Company and Dealer and forms part of the Dealer Agreement (the “Dealer Agreement”) entered into between Company and Dealer. All terms and conditions set forth in the Dealer Agreement shall apply to the sale of Products (as defined below) under this Addendum.

#### **I. Requirements and Procedures to Become a Dealer**

##### **A. Registration and Approval**

1. Dealer agrees to provide that information requested by Company (including identification of the applicable third-party marketplaces) and complete those materials and applications requested by Company in order to submit for authorization to sell Products through a third-party marketplace. Dealer agrees that providing this information does not guarantee that Company will approve the sale of the Products via a third-party marketplace by Dealer. For the avoidance of doubt, Company may, in its sole discretion, revoke the approval of the sale of the Products via the third-party marketplace by Dealer at any time and for any reason or for no reason.
2. Company will review the information referenced above, including the third-party marketplace for which approval is sought, and will decide, in its sole and absolute discretion, whether or not to authorize Dealer to sell the Products via the third-party marketplace as a Dealer. A written approval from the Company is required prior to Dealer offering the Products for sale via the third-party marketplace. Any third-party marketplace not registered with and approved by Company is considered an unauthorized third-party marketplace. Dealer must provide written notice to Company of any new or additional third-party marketplace which will require written approval from Company prior to Dealer offering Products for sale via such third-party marketplace.



3. Dealer agrees that if it is authorized in writing by Company to sell the Products via the third-party marketplace, it may only advertise and sell the Products using the specific third-party marketplace approved by Company.
- B. Intellectual Property Rights. In addition to the requirements set forth in Section 3 of the Dealer Agreement (Grant of Right to Use Trademarks), Dealer further agrees as follows:
1. All information related to Company or the Products that is included in the approved third-party marketplace, including but not limited to images, descriptions, badges and logos, must be current and accurate. Company agrees to provide Dealer with all such data, including but not limited to, images, descriptions (including features, benefits and warranty terms), badges, and logos, provided that Dealer is in compliance with the terms of this Addendum, and as updated.
  2. Company has the right to inspect the manner in which Dealer is using the Company product images, descriptions, badges and logos to ensure that such use is of proper quality, and to require Dealer to make changes to conform therewith.
- C. Warranty
1. Dealers shall direct customers to Company's online warranty center at this link: [store.themeateater.com/pages/warranty](https://store.themeateater.com/pages/warranty) to complete and submit a warranty request.
  2. Company's standard warranties will not be honored for Products that are sold via third-party marketplaces by unauthorized resellers.
  3. Company will not guarantee the authenticity or performance of Products that are not purchased from Company, a MeatEater Authorized Distributor, or a Dealer.

For more information about Company's warranties by subsidiary, please visit [store.themeateater.com/pages/warranty](https://store.themeateater.com/pages/warranty).

## II. Dealer Representations and Indemnification

- A. Dealer represents and warrants that it shall at all times fully comply with the applicable terms and conditions and other requirements imposed upon dealer by the provider of the authorized third-party marketplace (the "Third-Party Requirements").
- B. In addition to the indemnities provided by Dealer in Section 6 of the Dealer Agreement, Dealer agrees to defend, indemnify and hold harmless Company and its subsidiaries and affiliates and their respective officers, directors, employees, agents and others working for any of them or on their behalf from and against any and all allegations, claims, actions, judgments, settlements, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses)



arising out of or relating to (i) the third-party marketplace or the use and content thereof, or (ii) Dealer’s violation of the Third-Party Requirements. This provision shall survive any termination of this Addendum and/or Dealer’s status as a Dealer.

- C. Dealer acknowledges that it has reviewed Company’s current and unilateral Minimum Advertised Price Policy (“MAP Policy”) set forth and that it understands it is a violation of the MAP Policy to advertise Products in violation of the MAP Policy.
- D. Dealer may display and sell Products on the approved third-party marketplace; however, only with Company’s written consent may Dealer sell on the third-party marketplace and ship Discontinued Products to customers.
  - a) Discontinued Products are products that are no longer protected by MAP and are available via the Discontinued Products list.
- E. Dealer is prohibited from spending on Digital Paid Advertising, whether on a brand or SKU-specific basis, geographically bounded or otherwise, that draws online consumers to the Dealer’s approved third-party marketplace for viewing or purchasing any product made available by Company to the Dealer.
  - 1. Digital Paid Advertising prohibitions include bidding on search terms related to Company brands, products, personalities (product names, misspellings, references), paid display advertising, dynamic retargeting on social platforms, video advertising, etc., unless expressly authorized otherwise by Company.
  - 2. Dealer will prohibit the integration of Company products on Google Shopping, Google Merchant Center, social shopping feeds, or other digital shopping feeds and discovery mechanisms online, other than via organic search, unless expressly authorized otherwise by Company.
- F. Dealer agrees the use of images and videos containing Company brands' products, branding, logos, trademarks, or personalities for any type of Dealer marketing requires advance consent of Company.
- G. Dealer agrees that it shall include product Stock-Keeping Unit (“SKU”) for each Product listed on the approved third-party marketplace.
- H. Dealer agrees to comply with all other terms, conditions and policies set forth or referenced in the Dealer Agreement.

MEATEATER, INC.  
By: \_\_\_\_\_

[DEALER]  
By: \_\_\_\_\_

MEATEATER CONFIDENTIAL

Revised 6/17/2024

Questions? Email [dealers@themeateater.com](mailto:dealers@themeateater.com) | (406) 602-0923 | 131 Discovery Drive, Bozeman, MT 59718



Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_